

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

ADLAB, LLC

2. Registration Number

6916

3. Primary Address of Registrant

3 WTC - 175 Greenwich Street, 31st Floor, New York, NY 10007

4. Name of Foreign Principal

Huawei Technologies USA, Inc

5. Address of Foreign Principal5700 Tennyson Parkway, Suite 600
Plano, TX 75024**6. Country/Region Represented**

CHINA

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Huawei Technologies USA Inc. provides information and communications technology services. The Company offers fixed and mobile broadband, optical networking, antenna and PV, as well as consulting, customer support, and network rollout services. Huawei Technologies USA Inc serves customers worldwide.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See Appendix for Response

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

01/25/2021

Daniel A Gonzales

/s/Daniel A Gonzales

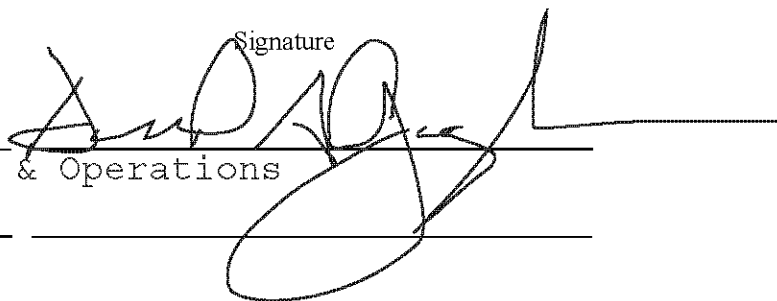
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Date

Printed Name

Signature

1/25/21Daniel A GonzalesDirector of Finance & OperationsA handwritten signature in black ink, appearing to read 'Daniel A. Gonzales', is written over a horizontal line. The signature is stylized with a large, looped 'D' and 'G'.

Appendix

Response to Item 12

Item 12: If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Huawei is an independent, privately-held company. We are not owned or controlled by, nor affiliated with the government, or any other 3rd party corporation.

In fact, Huawei is owned by our employees through an Employee Stock Ownership Program (ESOP) that has been in place since the beginning. No one can own a share without working at Huawei, and as of 2018 there were 96,768 shareholding employees. Our founder, Ren Zhengfei, owns a 1.14% stake in the company.

Shares confer voting rights. Shareholding employees elect members to form a Representatives' Commission, getting one vote for each share held. Then the Commission elects the company's Board of Directors and Supervisory Board. At the last election in January 2019, 86,514 shareholding employees voted to elect 115 representatives at 416 polling stations around the world.

Employee-ownership is instrumental to our rapid growth. Over the years, it has offered an incentive to our loyal employees and helped us attract talented people. Unlike many publicly-owned companies, Huawei's decisions are not based on the need for quarterly returns and annual dividends.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

ADLAB, LLC

2. Registration Number

6916

3. Name of Foreign Principal

Huawei Technologies USA, Inc

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/19/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Huawei Technologies USA Inc, has contractually engaged ADLAB LLC, a digital marketing Agency to perform services within the terms agreed to in the MSA. ADLAB LLC, to act as the Agency, providing public relations, issues counseling, crisis management, corporate positioning, developing consumer marketing solutions, M&A communications and government lobbying services. Work products and services to be specified in a separate Statement of Work (SOW).

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

ADLAB LLC shall provide Huawei Technologies USA Inc the following services:

- Social creative concept and production
- Performance Analytics
- Community Management
- Paid Social Media Management
- Social Strategy and Brand Voice

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

01/25/2021

Daniel A Gonzales

/s/Daniel A Gonzales

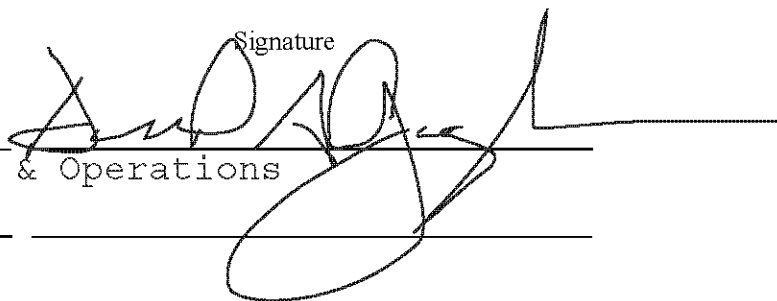
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Date

Printed Name

Signature

1/25/21Daniel A GonzalesDirector of Finance & OperationsA handwritten signature in black ink, appearing to read 'Daniel A. Gonzales', is written over the signature line and extends slightly into the printed name line.

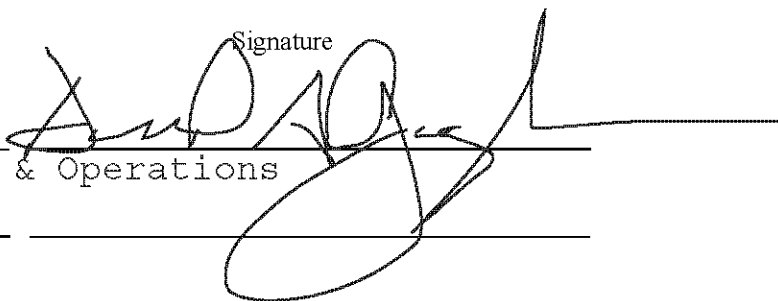
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Date

Printed Name

Signature

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MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**") is entered into as of the Effective Date set forth below by and between Huawei Technologies USA, Inc., a Texas corporation having a registered office at 5700 Tennyson Parkway, Suite 600, Plano, TX, 75024 ("**Huawei**"), and ADLAB, LLC, a Delaware limited liability company, with an office located at 3 WTC-175 Greenwich Street, 31st Floor, New York, NY, 10007, United States ("**Agency**").

Collectively, Huawei and Agency shall be referred to as "**Parties**," and individually, each one shall be referred to as a "**Party**." When signed by both Parties, this Agreement will set forth the terms and conditions under which Agency agrees to provide certain services to Huawei, with reference to the following:

WHEREAS, Agency provides public relations, issues counseling, crisis management, corporate positioning, developing consumer marketing solutions, merger and acquisitions communications, and government lobbying services;

WHEREAS, Huawei desires to engage Agency to provide such Services in accordance with the specifications as set forth herein, and as set forth on any subsequent Statements of Work (each, a "**SOW**") in the form attached hereto and incorporated herein as Exhibit A;

WHEREAS, in consideration for those Services Agency shall provide to Huawei, and Huawei shall pay for such Services in accordance with the fees set forth in the respective SOW;

WHEREAS, Agency hereby agrees to provide and sell such Services to Huawei on a non-exclusive basis, in accordance with the terms and conditions of this Agreement and respective SOW; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Huawei and Agency hereby agree as follows:

SECTION 1 DEFINITIONS

- 1.1 "**Intellectual Property**" shall mean all worldwide rights arising under contract, property rights or common law, associated with (1) patents and patent applications; (2) works of authorship, including copyrights, mask works, moral rights, and neighboring rights; (3) the protection of trade and industrial secrets and confidential information; (4) trademarks, trade dress, and trade names; (5) any rights analogous to those set forth herein and any other proprietary rights relating to intangible or intellectual property now existing or later recognized in any jurisdiction; and (6) divisions, continuations, renewals, reissuances, reexaminations, applications, registrations and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.
- 1.2 "**Service Fees**" shall mean those fees charged by Agency to Huawei for the Services specified in a SOW.
- 1.3 "**Services**" shall mean those deliverables performed by Agency for Huawei specified in a SOW.

SECTION 2 PERFORMANCE OF SERVICES



2.1 Provision of Services.

Agency agrees to provide for Huawei the Services as requested. Huawei agrees to pay Agency for the Services performed.

2.2 Service Fees: Expenses.

- i. Huawei agrees to pay Agency the Service Fees applicable to each of the Services provided in accordance with the respective SOW.
- ii. In addition, Huawei shall reimburse Agency for any taxes, excises, imposts, duties, levies, withholdings or other similar charges (excepting any charges for taxes due on Agency's income), that Agency may be required to pay in connection with the performance of Services or with respect to payments made by Huawei.

2.3 Invoicing and Payment Terms.

- i. Agency shall invoice Huawei for (a) third party costs and expenses, on approval of a third party vendor estimate or immediately after such costs and expenses are incurred (as agreed between Huawei and the Agency); and (b) the Service Fees and any and all other amounts described in the respective SOW, bi-monthly, by the fifteenth and final day of each calendar month.
- ii. Huawei acknowledges and agrees that any invoice is due, owing and payable within thirty (30) days of invoice receipt (or earlier, if required in order for the Agency to meet third party payment terms for third party costs and expenses).
- iii. If Huawei fails to make any payment due under this Agreement within the timeframes set forth herein, Agency reserves the right to charge, in addition to the amount due, interest thereon at the prevailing treasury rate as of the due date of such payment.
- iv. Agency reserves the right, at its sole discretion, not to commence or continue any services under this Agreement or any SOW if Huawei fails to remit any payment due hereunder within the timeframe specified herein. It is clearly understood and agreed that should Agency exercise its right hereunder, Agency shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from Agency's exercising such right.

SECTION 3 TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one year after both parties' sign (**Initial Term**) unless terminated earlier as provided herein. Thereafter, the Agreement may be renewed for additional one (1) year terms upon mutual agreement ("**Renewal Term(s)**") of the Parties in writing within thirty (30) days of either Party's receipt of the other Party's notice of its desire to extend such term. The Initial Term and any subsequent Renewal Term(s) shall collectively be referred to as "**Term**" herein.

SECTION 4 LOGOS AND TRADEMARKS

Huawei hereby grants Agency the non-exclusive right during the Term of this Agreement to use Huawei's trademarks, trade names, corporate slogans or logos, for the sole purpose of providing the Services contemplated herein. Neither Party shall acquire any rights under this Agreement in any trademark, trade name or logo of the other Party. During the Term of this Agreement and thereafter, each Party will not knowingly do anything that will in any way materially infringe, impeach or lessen the value of the patents,



trademarks or trade names of the other Party and this obligation shall survive any expiration or termination of this Agreement.

SECTION 5 RELATIONSHIP TO PARTIES

During the Term, the relationship between Agency and Huawei is solely that of independent contractors. Huawei, its agents, and employees shall, under no circumstances, be deemed representatives or agents of the other, for any purpose whatsoever. Unless specifically set forth in this Agreement, neither Huawei nor Agency shall have any right to enter into, nor shall either Party purport to have the right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever. In no event shall this Agreement be construed to create a franchisor/franchisee or agency relationship between Huawei and Agency.

SECTION 6 TERMINATION

- 6.1 Mutual Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party, providing the non-breaching Party gives written notice to the breaching Party of the default and such default is not cured within thirty (30) days. If the breach is not capable of being cured within thirty (30) days, the notice will be effective upon receipt of notice.
- 6.2 Termination by Agency. Agency may terminate this Agreement effective immediately upon delivery of written notice to Huawei, in any of the following events: (i) any assignment or attempted assignment by Huawei of any interest in this Agreement without Agency's prior written consent; (ii) the insolvency of Huawei, or the filing of a voluntary or involuntary petition in bankruptcy, or the appointment of a referee, trustee, conservator, or receiver for a substantial portion of the property of Huawei; or (iii) the failure of Huawei for any reason to function in the ordinary course of business as a company; or (iv) failure by Huawei to make payment after the expiration of the cure period of thirty (30) days as described above. In addition to Agency's termination rights described above in this Section 6.2, Agency shall have the right to terminate this Agreement at any time, for any reason, or no reason at all, upon providing Huawei thirty (30) days prior written notice of its intent to terminate.
- 6.3 Termination by Huawei. Huawei may terminate this Agreement effective immediately upon delivery of written notice to Agency in any of the following events: (i) any assignment or attempted assignment by YPPR of any interest in this Agreement without Huawei's prior written consent; (ii) the insolvency of Agency, or the filing of a voluntary or involuntary petition in bankruptcy, or the appointment of a referee, trustee, conservator, or receiver for a substantial portion of the property of Agency; (iii) the failure of Agency for any reason to function in the ordinary course of business as a company; or (iv) Agency's breach of Huawei's confidentiality or Agency's use of Huawei's Intellectual Property that has not been granted or approved under this Agreement. In addition to the Huawei's termination rights described above in this Section 6.3, Huawei shall have the right to terminate this Agreement at any time, for any reason, or no reason at all, upon providing Agency thirty (30) days prior written notice of its intent to terminate.
- 6.4 All rights and responsibilities of the Parties hereunder, including the provision of Services by Agency and the payment of the Service Fees by Huawei, shall continue during the notice period(s) unless the termination is for cause which cannot be cured. Upon termination, Agency will cooperate with the orderly turnover of Huawei's materials to Huawei or a successor.



- 6.5 Return of Confidential Information. Upon termination or expiration of this Agreement or a related SOW, either Party may request the other Party to return all originals and copies of the requesting Party's Confidential Information.

SECTION 7 INDEMNIFICATION

- 7.1 Agency Indemnity. Agency shall indemnify, defend and hold Huawei, its officers, directors, agents, employees, and affiliates harmless from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any proved or alleged claim arising out of (i) Agency's gross negligence or willful misconduct, unauthorized or unlawful acts; (ii) Agency's material breach of this Agreement or violation of applicable rule, law, or regulation by Agency and/or its employees; and (iii) any infringement, misappropriation or violation by Agency or its employees of any right of a third party (excluding patents). In addition, Agency shall reimburse Huawei for reasonable attorney's fees and related expenses resulting from any subpoena, discovery demand or other directive having the force of law ("**Judicial Order**") served upon Huawei and relating only to litigation, proceedings, and/or investigations by and between Agency and any third party or third parties involving Agency; provided, however, that Huawei notifies Agency promptly of any such Judicial Order and cooperates with Agency in all reasonable respects.
- 7.2 Huawei Indemnity. Huawei shall indemnify, defend and hold Agency, its officers, directors, agents and employees harmless from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any use by, or any use authorized by, Huawei or its employees of any Services provided hereunder in a manner inconsistent with the use rights granted to Huawei by a third party and communicated to Huawei by Agency in writing; (ii) any description, claim or representation about Huawei or any of Huawei's products provided by Huawei to Agency, which description, claim or representation is required for Agency to provide the deliverables provided hereunder; (iii) the negligence or willful misconduct of Huawei and/or its employees; (iv) a material breach of this Agreement, or violation of applicable rule, law or regulation by Huawei and/or its employees; (iv) any product liability claim made by a third party in connection with Huawei's products except any claim made as a result of a statement made by Agency not based on information provided by Huawei to Agency or otherwise approved by Huawei in writing; and (vi) any materials supplied by Huawei that are incorporated in any deliverables provided hereunder. In addition, Huawei shall reimburse Agency for reasonable attorney's fees and related expenses resulting from any Judicial Order served upon Agency and relating only to litigation, proceedings, and/or investigations by and between Huawei and any third party or third parties involving Huawei, its products or services that do not involve Agency's provision of the Services; provided, however, that Agency notifies Huawei promptly of any such Judicial Order and cooperates with Huawei in all reasonable respects.
- 7.3 General Indemnity Provisions. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this Section 7.3, the Party intending to claim indemnification hereunder (an "**Indemnitee**") shall give written notice of such matter to the Party from whom indemnification is sought (the "**Indemnitor**"). The Indemnitor shall diligently defend any such action, claim or liability, and subject to the Indemnitor's compliance with its indemnification obligations, the Indemnitee shall, at the Indemnitor's expense, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any claim covered by this Agreement. The Indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnitor shall promptly notify the Indemnitee of all developments in the matter. In no event shall the Indemnitee compromise or settle any such matter without the prior consent of the



Indemnitor, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. The Indemnitee may, but is not obligated, to be represented by counsel of its own selection and at its own expense. If the Indemnitor fails to promptly act to protect the interests of the Indemnitee after having been notified of a claim, the Indemnitee may, at Indemnitor's expense, take action in its own defense.

SECTION 8 LIMITATION OF LIABILITY

- 8.1 EXCEPT FOR A USE OF HUAWEI INTELLECTUAL PROPERTY THAT HAS NOT BEEN GRANTED OR APPROVED UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOSS OF PROFIT, REVENUES OR GOODWILL, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTIES KNEW, OR SHOULD HAVE KNOWN, THAT SUCH DAMAGES WERE POSSIBLE.
- 8.2 EXCEPT FOR AN UNAUTHORIZED USE OF HUAWEI INTELLECTUAL PROPERTY THAT HAS NOT BEEN GRANTED OR APPROVED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY BE IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY HUAWEI TO AGENCY PURSUANT TO THIS AGREEMENT AND THE APPLICABLE SOW; THESE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

SECTION 9 COMPANY INSURANCE

Agency shall maintain during the term of this Agreement:

- (1) Workers' Compensation insurance as prescribed by the law of the state in which the Services are being performed;
- (2) employer's liability insurance with limits of at least \$1,000,000 for each occurrence;
- (3) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence;
- (4) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$2,000,000 combined single limit for bodily injury and property damage per occurrence;
- (5) CGL insurance endorsed to include products liability and completed operations coverage in the amount of \$5,000,000 per occurrence, which shall be maintained for at least one (1) year following the expiration or termination of this Agreement; and
- (6) Product Liability Insurance in the amount of \$1,000,000 per occurrence. Agency may satisfy the limits of insurance required in this section with the combination of primary and excess/umbrella liability insurance policies.

SECTION 10 SUBCONTRACTING



- 10.1 If the services and/or materials required to be provided by Agency as outlined in the SOW require the need by Agency to engage third party contractors ("Suppliers"), to assist in the provision of Services pursuant to this Agreement, then Agency shall be allowed to retain such Suppliers, provided that Agency at all times shall have overall responsibility to Huawei for any such Services provided by Suppliers.
- 10.2 Notwithstanding the foregoing, the term "Supplier" shall not include any vendors, including without limitation, photographers, music suppliers, stock houses, shipping companies, media providers, hosting providers, research suppliers, technology vendors and other suppliers engaged by Agency to assist in the completion of or provide services incidental, ancillary or supplemental to the Services ("Vendors") as opposed to third parties engaged to provide services that would otherwise be performed by Agency hereunder. Agency will endeavor to guard against any loss to Huawei through failure of Vendors to execute properly their commitments but Agency shall not be held responsible for any failure on the part of (i) any Vendor or (ii) any subcontractors that Huawei requires or directs Agency to engage or that perform services that Huawei requires or directs Agency to subcontract. All Suppliers and Vendors must be bound by obligations of confidentiality at least as restrictive as those contained in this Agreement.

SECTION 11 LIMITED WARRANTY

- 11.1 Limited Warranty. Agency shall provide the Services in good faith, with a reasonable degree of care and diligence. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES. Agency DOES NOT ASSUME, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 11.2 Performance Remedy. In the event that Agency fails to provide the Service, or the quality of the Service is not in accordance with its warranty in Section 11.1, Huawei shall give Agency prompt written notice thereof. Agency shall then have thirty (30) days to correct any services that do not conform in strict compliance with the mutually agreed upon specifications. If after such period Agency has failed to correct the non-conforming deliverables, Huawei may seek an alternative provider for such Service and Agency shall discontinue performing such Service at the written request of Huawei. If Agency does not remedy the issue, Agency shall refund Huawei any paid but unearned fees.

SECTION 12 OWNERSHIP OF WORK PRODUCT

- 12.1 Intellectual Property Rights. Each Party shall retain sole ownership of, and all rights to, any Intellectual Property of any kind previously owned by that Party or created solely by that Party. Provided that it is final, selected, and fully-paid for, Huawei shall be the sole owner of all right, title and interest in and to any Intellectual Property rights related to Services and any improvements, modifications or derivative works of any Services. Notwithstanding the foregoing, the Services may include discoveries, improvements, ideas, works of authorship, inventions, know-how, and other technology for which the intellectual property rights in such Services are owned by third parties who have consented to such use by Agency and Huawei as set forth herein ("**Preexisting Materials**"). Preexisting Materials are owned by such third party, and ownership thereof is not assigned or transferred to Huawei under this Agreement. Huawei shall be bound by any limitations and shall be subject to any restrictions or terms associated with the applicable third party materials, as communicated in writing to Huawei by Agency; and shall receive, with



respect to such third party materials, only such warranties and protections as Agency receives directly from the applicable third party, which shall be provided to Huawei in writing. Use of Preexisting Materials must be approved by Huawei in writing in advance.

- 12.2 **Reasonable Access.** At Huawei's sole cost, upon thirty (30) days' advance written notice (not more than once annually), Huawei may appoint an external auditor from a "Big 4" accounting firm (Deloitte, KPMG, Ernst & Young or PWC), to audit any Records (as defined below) of Agency at the location where such Records are ordinarily kept by Agency, solely to confirm the charges paid by Huawei, at any time during Term of this Agreement and for one (1) year following the expiration or termination of this Agreement, during normal business hours (and for no more than 5 days per audit), so as not to unreasonably disrupt Agency's conduct of business. The audit shall not include, and in no event shall Huawei or the auditor have access to, individual payroll and personnel files; fixed pricing arrangements; non-disclosed media sales; any information subject to restrictions in contracts with third parties, or any other internal Agency cost or non-billable expenses. Additionally, in no event shall Huawei or the auditor have access to Agency's IT systems and servers, processes or plans. The external auditor must be one whose remit is not to provide data to Huawei but provide confirmation of the accuracy of the calculations done by Agency. Huawei agrees that such audit firm may not be compensated on a contingency fee basis and any information gathered by such auditor shall not be used for benchmarking purposes. If Huawei elects to have such independent party perform the audit, then (a) the independent auditor and Huawei will be required to sign a non-disclosure agreement with Agency prior to the beginning of the audit; (b) a scope of work is to be agreed between Agency, Huawei, and the independent auditor before work commences and set forth in the non-disclosure agreement referenced in (a) above; (c) the independent auditor is required to provide evidence that it carries professional liability insurance with a minimum of \$1,000,000.00 coverage, per occurrence; and (d) Agency shall be provided with a copy of the draft audit report prior to delivery to Huawei. "Records" means financial books, documents, accounting procedures and practices and other data, regardless of type or form, of all matters relating to the verification by Huawei of the charges paid by Huawei under this Agreement.

SECTION 13 MISCELLANEOUS

- 13.1 **Notices.** All notices, certifications, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if sent by overnight delivery, by a nationally-recognized overnight delivery service; if mailed, by first class certified mail, postage prepaid or delivered personally; or if sent by e-mail simultaneously followed by the original communications by first class certified mail, postage prepaid, to the address for each Party on the signature page to this Agreement, or to such other address or addresses as may hereafter be specified by a Party by notice given to the other Parties in accordance with this Section 13.1. Notices given by United States certified mail as aforesaid shall be effective and deemed given on the third (3rd) business day following the day on which they were deposited in the mail. Notices delivered in person shall be effective and deemed given upon delivery. Notices sent by facsimile shall be effective and deemed given when transmitted, provided facsimile notice is confirmed by telephone and is transmitted on a business day during regular business hours. Notices sent by overnight delivery by a nationally-recognized overnight delivery service such as FedEx, UPS, DHL and it shall be effective and deemed given upon the day after the date sent.
- 13.2 **Entire Agreement.** This Agreement, and any SOW integrated herein and the documents delivered pursuant hereto, contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements,



understandings or letters of intent between or among any of the Parties hereto.

- 13.3 Amendments and Modifications. This Agreement may not be extended, supplemented or modified in any way except by a document in writing signed by the both Parties.
- 13.4 No Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, without the other Party's express prior written consent, which written consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party, without such consent, may assign this Agreement and its rights and obligations hereunder to any of its affiliates. As used herein, the term "affiliate" shall mean any business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party. Any attempt to assign this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.
- 13.5 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 13.6 Waiver. The waiver or the failure by either Party to claim a breach of any provision of this Agreement shall not be construed as a waiver of any other provision or the waiver of the same provision at a subsequent time beyond the original breach.
- 13.7 Force Majeure. Neither Party shall be deemed in default of, nor shall any Party be liable for any cessation, interruption, delay or failure to perform its obligations under this Agreement if such cessation, interruption, delay or failure results from any cause beyond its reasonable control, including, but not limited to earthquake; flood; storm or other natural disaster; act of God; acts of war; epidemics; power failures; malicious network attacks; nuclear accidents; and acts of terrorism; strikes; interruptions of transportation; the inability to obtain necessary labor, material or facilities; or delays in Federal Communication Commission or other governmental approvals. Any scheduled date for provision of Services shall be considered extended by a period of time equal to the time of any delay caused by a force majeure event. If either Party is unable to fully perform its obligations under this Agreement for a period of time in excess of thirty (30) days because of any force majeure event, the other Party may terminate this Agreement without further liability.
- 13.8 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its choice of laws or conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any Purchase Order.
- 13.9 Resolution of Disputes.
- i. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement in accordance with the dispute resolution procedures set forth herein. The Parties shall first attempt to resolve a dispute within ten (10) business days through meetings between the respective project managers and any other representatives deemed necessary for these discussions. If unsuccessful, the Parties agree to conduct face-to-face negotiations between senior executive officers of both Parties. If unsuccessful, or if fifteen (15) business days have passed since the Parties submitted the dispute to the senior executive officers, the



Parties may submit the dispute to the appropriate court in New York.

- ii. Subject to the dispute resolution procedures set forth above, venue and jurisdiction of any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof will exist exclusively in the state and federal courts located in New York County and the Parties irrevocably consent to the personal jurisdiction and venue therein.
- iii. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.**

13.10 Cyber Security. Both Parties hereby acknowledge the importance of cyber security and the protection of personal data and privacy. Each Party agrees that in performing its obligations under this Agreement, or, in receiving products and Services supplied under this Agreement, it shall comply with any applicable laws, regulations and regulatory requirements with respect to the protection of personal data and privacy. In particular, each Party shall obtain and maintain all necessary consents, authorizations and permits as required by any applicable laws and regulations, in order to ensure legal compliance in processing any end user's personal data under or in connection with this Agreement, including, but not limited to, tracking, disclosing, disseminating, intercepting or destroying any and all such personal data. Each Party shall be solely liable for its own failure to comply with any relevant laws and regulations. Where a security vulnerability affecting the product or Services supplied under this Agreement is identified, the Parties shall cooperate in good faith and shall use their best efforts to mitigate the security risks so identified. For any other security incidents, both Parties shall cooperate in good faith and agree to take all reasonable steps necessary to remedy the security risk or breach in accordance with their responsibilities under this Agreement, and each Party shall bear its own costs as allocated in accordance with each Party's liabilities.

SECTION 14 CONFIDENTIALITY

14.1 Each Party ("**Recipient**") acknowledges that it may have access to the confidential or proprietary information ("**Confidential Information**") of the other Party ("**Discloser**") and Recipient agrees that it shall (i) use the Confidential Information of Discloser only for the purpose of fulfilling its obligations as contemplated under this Agreement, (ii) use the same degree of care, but never less than a reasonable standard of care, to prevent the unauthorized disclosure or dissemination of Confidential Information as it does to protect its own similar confidential information, and (iii) not disclose to any parties except its affiliates directors, employees, agents, attorneys, accountants, auditors, professional advisers and independent contractors ("**Representatives**") who need to know it for the purposes set forth in this Agreement, provided that (a) such Representatives may only use the Confidential Information to the same extent as Recipient; and (b) Recipient causes such Representatives to abide and be bound by the terms of this Section 14, and Recipient assumes all responsibility for their breach of the terms of this Section 14. Confidential Information shall be subject to the restrictions and obligations specified herein whether or not it is (x) in writing or other tangible form; or (y) marked as proprietary or confidential when disclosed to the Recipient; or (z) disclosed orally or visually, summarized in a writing, marked to indicate its proprietary or confidential nature and delivered to the Recipient within thirty (30) days of such disclosure. For clarity, failure by the Discloser to mark or verbally disclose that such information is protected, confidential or proprietary will not be determinative of the protected, confidential or proprietary character of the disclosed information if, owing to its



inherent character or the circumstances of its disclosure, a reasonable person would conclude that it should be considered confidential.

- 14.2 Information shall not constitute Confidential Information and Recipient shall have no obligation relating to such information which is: (i) received from a third party without restriction and without breach of this Agreement; (ii) independently developed by Recipient, as evidenced by written records; (iii) approved for release by written authorization of Discloser; (iv) was previously known to the Recipient without restriction; or (v) is or becomes publicly available by authorized disclosure by Discloser and without restriction.
- 14.3 Recipient may disclose Confidential Information in strict accordance with a judicial or other governmental order, provided that Recipient (i) to the extent legally permissible, gives Discloser's representative reasonable notice prior to such disclosure and offers Discloser reasonable opportunity to defend against such demand, and (ii) seeks written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. If requested by Discloser, Recipient will reasonably cooperate (at the expense of Discloser) in opposing such demand.
- 14.4 At any time, if either Party so directs the other Party in writing, and upon termination or expiration of this Agreement, Recipient shall promptly return to Discloser or destroy (to the extent legally permissible) all Confidential Information which has been furnished to Recipient and all copies, extracts or other reproductions in whole or in part thereof (including all electronic and computer records thereof). In the event of such a request, the original and all copies of any of the Confidential Information received by Recipient shall be (to the extent legally permissible) destroyed (including all electronic and computer records thereof), and Chief Information Officer must furnish the Discloser with a certificate of destruction.
- 14.5 Recipient agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Discloser. Recipient expressly agrees that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate the Discloser for any breach or threatened breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the Discloser and that, in addition to any remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to seek injunctive relief or specific performance against the threatened breach of this Agreement or the continuation of any such breach by the Recipient, without the necessity of proving actual damages.

SECTION 15 HUAWEI REPRESENTATIONS

Huawei represents and warrants that it: (a) is responsible for the accuracy, completeness and propriety of the information that it provides to Agency concerning its products, services, organization and industry; (b) is responsible for reviewing all publicity or other materials prepared by Agency under this Agreement and any SOW entered into in connection herewith to confirm that all representations, direct or implied, and submitted to Huawei by Agency for approval, are supportable by objective data then possessed by Huawei, and to confirm the accuracy and legality of the descriptions and depictions of Huawei; and (c) will be responsible for ensuring that all required consents are obtained for the use of all intellectual property contained in any materials or data supplied by Huawei to Agency in relation to Agency's services hereunder or under any SOW.

SECTION 16 COMPLIANCE



- 16.1 Each Party represents, warrants, and covenants to the other Party in connection with this Agreement that it: (i) has complied and will comply with all applicable laws, rules, regulations and industry codes governing bribery, money laundering, and other corrupt practices and behavior (including, as applicable, the US Foreign Corrupt Practices Act and UK Bribery Act); and (ii) will not, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements to any person in whatever form (including, without limitation, gifts, travel, entertainment, contributions, or anything else of value). Either Party may, in addition to its other rights and remedies, immediately terminate this Agreement and/or any SOW in the event that the other Party receives any information which it in good faith determines, in its sole discretion, to be evidence of an actual, alleged, possible or potential breach by either Party of any representation, warranty, or covenant in this section. In the event of such termination, neither Party shall have liability to the other Party for any charges, fees, reimbursements, or other compensation or claims under this Agreement or any SOW issued thereunder, including for Services previously performed.
- 16.2 In addition to the above, as applicable Agency shall comply with the Foreign Agents Registration Act, as further defined under Exhibit B, as well as any other applicable United States laws (the “**Applicable Laws**”). In this context, and notwithstanding the confidentiality provisions set forth herein, Huawei recognizes that this Agreement and the services set forth herein may be disclosed as part of Agency’s (and relevant subcontractors) compliance with the Applicable Laws, and Huawei agrees to cooperate with Agency in complying with the Applicable Laws.

SECTION 17 NON-SOLICITATION OF PERSONNEL

During the Term of this Agreement and for a period of one (1) year thereafter, neither Party will directly or indirectly solicit, recruit, engage or hire any employee or consultant of the other Party for a Party’s own benefit or for the benefit of any other person or entity; provided, however, that either Party shall have the right to hire any individual who, without other solicitation, responds to employment advertising in the newspapers, trade publications or other public commercial media.

SECTION 18 SURVIVAL

The Parties’ rights and obligations which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination for any reason or expiration of this Agreement.

SECTION 19 COUNTERPARTS AND ELECTRONIC DELIVERY

This Agreement may be executed in any number of counterparts and may be delivered by electronic transmission, all of which taken together shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agency and Huawei have executed this Agreement as of the last date of signature (“**Effective Date**”).



ADLAB, LLC Authorized signature: <u>[Signature]</u> Name: <u>Daniel A Gonzales</u> Title: <u>Director of Finance & Operations</u>	HUAWEI TECHNOLOGIES USA INC. Authorized signature: <u>[Signature]</u> Name: <u>Bo Dong</u> Title: <u>President</u> <u>01/19/2021</u>
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Exhibit B

Foreign Agents Registration Act

The Foreign Agents Registration Act (22 U.S.C. §§611-621; FARA) was enacted to require individuals doing political or advocacy work on behalf of foreign entities in the United States to register with the Department of Justice and to disclose their relationship, activities, receipts, and disbursements in support of their activities.

Pursuant to FARA (22 U.S.C. §611(b)(2)), foreign principals include (1) a government of a foreign country and a foreign political party; (2) a person outside of the individual and a citizen of and domiciled within the United States created by the law of the United States, and has its principal place of business within the United States; or (3) corporation, organization, or other combination of persons organized under the law or having its principal place of business in a foreign country.

FARA requires that individuals who represent a foreign principal must file, under oath, a registration statement within 10 days of becoming an agent of that entity. Pursuant to 22 U.S.C. §612, a registration statement must include:

- Registrant's name and both personal and business addresses;
- Registrant's status, including nationality for all individuals, partnerships, and corporate directors or officers;
- Statement of the nature of registrant's business, including a complete list of employees and the nature of their work;
- Copies of the registrant's written agreement with a foreign principal and conditions for all oral agreements;
- Nature and amount of contributions, income, money or other items of value received from a foreign principal;
- Detailed statement of spending connected with activities for the foreign principal; and
- Certification that statements made and documents filed are accurate.

All records related to the activities subject to registration under the statute must be maintained for up to three (3) years after the termination of an agent's registration.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

1/25/2021 Stephanie Berger Stephanie Berger